

FOR LEASE

STATE-OWNED REAL PROPERTY

Lease for Parking Spaces Located Adjacent to the L & N Building 908 West Broadway Louisville, Kentucky

Invitation No.: 12152017

Bid Opens: Friday, December 15, 2017 at 3 p.m. EST

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1. Bids must be submitted on the "Form of Proposal" included within and made part of this Invitation and received at the Division of Real Properties, Department of Facilities Management, Finance and Administration Cabinet, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
 2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
 3. Bidders are invited to attend bid openings.
 4. For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607 (Phone: 502/564-9831 or via email: Wendell.harris@ky.gov).
 5. If you plan to attend the bid opening and have a disability that requires accommodation by the Division of Real Properties, please contact our office by Thursday, Dec. 14 so that reasonable arrangements can be made.

INVITATION TO BID

Sixty-One Parking Spaces

SECTION I **SCOPE OF LEASE**

At the request of the Finance and Administration Cabinet, the Division of Real Properties issues this Invitation for bid on the Lease of 61 parking spaces (see Exhibit A) located adjacent to the L&N Building at 9th and Broadway, in Louisville, Kentucky 40202.

SECTION II **LEASE PERIOD**

The Lease established from this Sealed Bid will be for the period of one year beginning on the date of acceptance with the option to renew for five additional one (1) year periods, upon written mutual consent of both parties. Either party has the right to cancel by giving the other party 30 days prior written notice of its intent not to continue the lease agreement.

The Lessee's occupancy and use of the subject premises are subject to, and the Lessee shall comply with, all applicable state and federal statutes, rules, and regulations.

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Lessee will be advised of any proposed revisions prior to the renewal period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the Lease in an extended period.

SECTION III **LESSEE'S RESPONSIBILITY AND PERFORMANCE**

All services performed under this Lease shall be in accordance with the terms and conditions of the Lease.

- 1) Property to be under lease shall be used only for vehicular parking purposes.
- 2) Lessee shall not rent or lease any part of the subject property to third parties.
- 3) Spaces within the lot shall be maintained at all times for the benefit of handicapped persons.
- 4) Lessee shall be responsible for cleaning and keeping the premises free of litter, trash, and debris.
- 5) Lessee shall be entitled to occupy the subject premises at all times while the agreement is in effect.

SECTION IV **CANCELLATION CLAUSE**

Either party may terminate this Lease by giving written notice to the other party, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date of such termination. Upon failure of the Lessee to make the required payments in the amounts and at the times provided in this agreement, or failure to meet other specifications, terms or conditions listed herein, the Lessor shall have the option of forthwith declaring this Lease terminated. Upon termination of this Lease, the Lessee shall restore to the Lessor the premises used in his operation in as good a condition as of the date of the Lease, reasonable wear and tear and damage by the elements, alone, excepted.

SECTION V **RESTRICTIONS**

- 1) The Lessee agrees that he will not assign or sublet the leased premises, in whole or in part, without the prior written consent of the Lessor.
- 2) If due to war, or a valid order of a governmental agency, restrictions are placed on the use of automobiles or trucks for civilian use, or gasoline usage is restricted for a continuous period of sixty (60) days or the flow of traffic is interrupted on Broadway within one block of the entrance to the leased premises for a period in excess of seven (7) business days, then Lessee will be entitled to a proportionate abatement in the rentals payable hereunder as may be mutually agreed to by the parties hereto for the period of time affected by such restrictions or interruptions.

SECTION VI **HOLD HARMLESS**

The Lessee agrees to indemnify, defend, and hold harmless the Commonwealth, its officers, agents, and employees from:

- 1) Any claims or losses for services rendered by the Lessee, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Lease.
- 2) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the Lessee its officers or employees in the performance of the Lease.
- 3) Any failure of the Lessee, its officers or employees to observe Kentucky laws, including but not limited to labor laws and minimum wage laws.
- 4) The Lessee agrees that all goods and chattels placed in or about the property shall be at the sole risk of the Lessee, and the Commonwealth shall not be liable for injury or damage to property from any cause.

SECTION VII

SITE VISIT

Bidders are urged and expected to inspect the site and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Lease, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the Lease.

NOTE: FOR FURTHER INFORMATION CONCERNING ACCESS TO THE SITE, PLEASE CONTACT WENDELL HARRIS, DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES, 403 WAPPING STREET, FRANKFORT, KENTUCKY 40601, PHONE NUMBER (502) 564-9831.

SECTION VIII

INSURANCE

The successful bidder shall furnish to the Finance and Administration Cabinet satisfactory evidence that it has and will maintain during the term of the agreement and all renewal periods, liability insurance in the following amounts:

- 1) Comprehensive General Liability Insurance and Legal Liability Insurance: \$500,000.00
Combined single limit each occurrence for Bodily Injury and Property Damage.
- 3) Worker's Compensation Insurance: Coverage A - Statutory and Coverage B - \$100,000.00

SECTION IX

RENTAL PAYMENTS

Rental payments shall be made and payable on or before the 10th day of each month during the term of this Agreement. Payments should be made payable to the Kentucky State Treasurer and mailed to the Finance and Administration Cabinet, Division of Real Properties, Bush Building, Third Floor, 403 Wapping Street, Frankfort, Kentucky 40601.

SECTION X

METHOD OF AWARD

The Lease will be awarded for the use of sixty-one parking spaces on a highest bid amount to that responsible bidder whose offer conforming to this Invitation for Bid will be most advantageous to the Commonwealth. The **minimum** acceptable bid shall be \$50.00 per parking space, per month. The Commonwealth of Kentucky reserves the right to reject any or all bids and waive technicalities. The Bidder's past performance under contract shall be a consideration and may be a factor in the award of the contract.

SECTION XI

GOOD FAITH DEPOSIT

Bidders are instructed to furnish a Good Faith Bid Deposit of \$100.00 as part of this bid. This sum must be in the form of a cashier's check or certified check made payable to the Kentucky State Treasurer. This sum will be returned to all unsuccessful bidders and applied to the amount due for the first month's rent from the successful bidder.

SECTION XII

TERMINATION FOR DEFAULT

If at any time during the period in which the resulting Agreement is in effect, the Lessee in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Lessor, with no right of recourse remaining in the Lease. All rights and benefits conferred within the resulting Lease shall be deemed forfeited and the Lessee shall quietly surrender possession of the demised property to the Lessor, provided however, that before any termination shall occur for default, the Lessee shall be given written notice and be allowed thirty (30) days in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

SECTION XIII

FINANCIAL AUDITOR OR PROGRAM REVIEW

The Lessee, as defined in KRS 45A.030(10), agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this Lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the Lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the service.

SECTION XIV
CONSTRUCTION OF RESULTING LEASE AGREEMENT

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement, shall be filed in Franklin County, Kentucky.

FORM OF PROPOSAL
(SEALED BID)

TO: Finance and Administration Cabinet
Departments for Facilities and Support Services
Division of Real Properties
State Properties Branch
Bush Building 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601

INVITATION NO: 12152017

BID OPENING: Fri. Dec. 15, 2017

AT: 3 p.m. EST

BID FORM

Subject to the General Terms and Conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, I propose to pay the Commonwealth of Kentucky the Following amount:

\$_____ Per Parking Space, Per Month.

Please note: The minimum acceptable bid is \$50.00 per parking space per month.

**AUTHENTICATION OF BID AND AFFIDAVIT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation Number 12152017 have been arrived at by the bidder independently and have been submitted without collusion with, or without any agreement, understanding or planned common course of action with, any other bidder of materials,
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bids or bids;
4. The bidder is legally entitled to enter into lease with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390, and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS **PAGE 1 OF 2**

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS **PAGE 2 OF 2**

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

EXHIBIT A

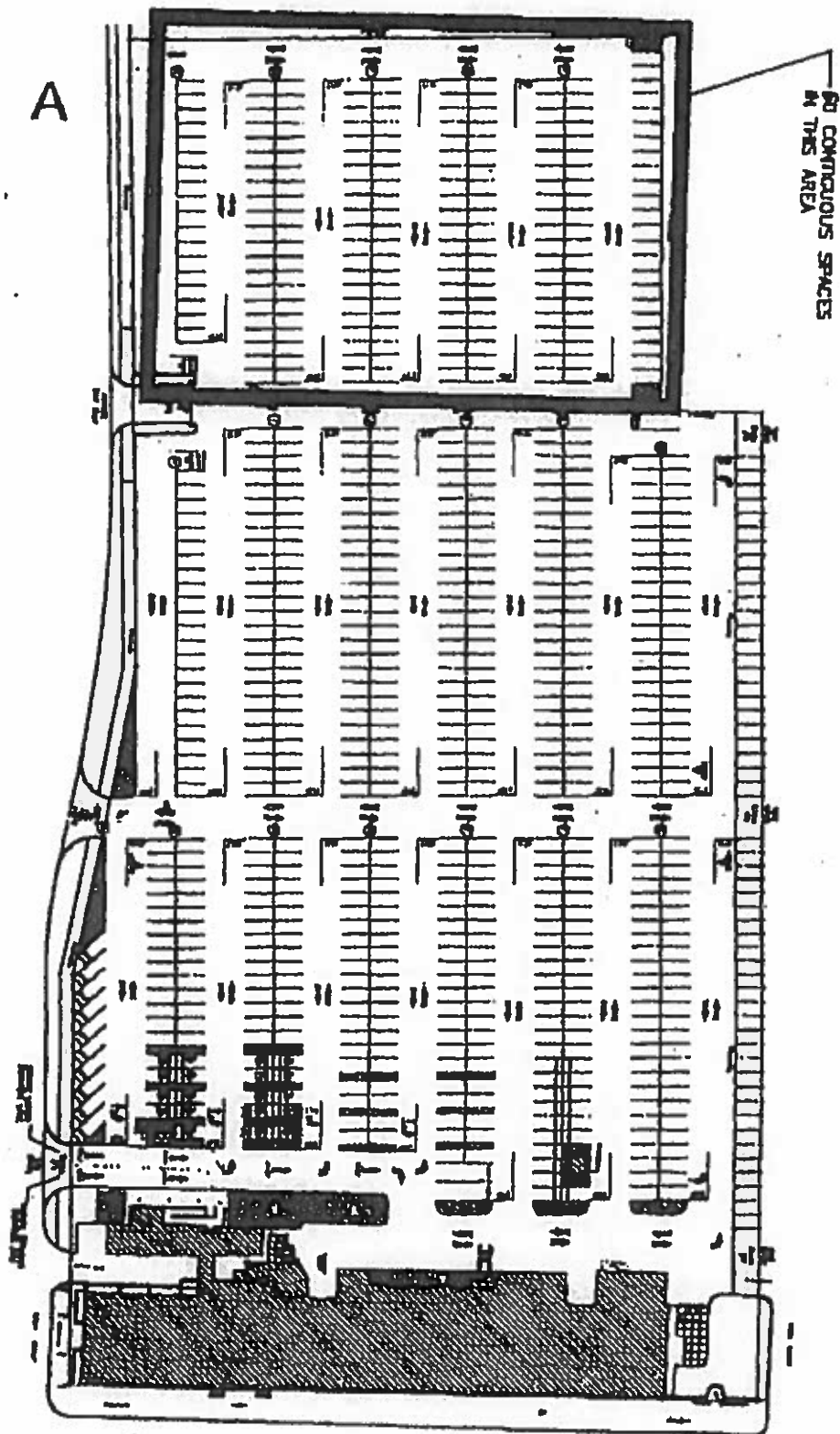


EXHIBIT A BUILDING

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